

1 QUINN EMANUEL URQUHART OLIVER & HEDGES LLP

Robert W. Stone (Bar No. 163513)

2 robertstone@quinnemanuel.com

W. Paul Schuck (Bar No. 203717)

3 paulschuck@quinnemanuel.com

555 Twin Dolphin Drive, Suite 560

4 Redwood Shores, California 94065

Telephone: 650-801-5000

5 Facsimile: 650-801-5100

6 Attorneys for Third-Party

INTERNATIONAL BUSINESS

7 MACHINES CORPORATION

\*E-filed 9/6/06\*

8  
9 UNITED STATES DISTRICT COURT

10 FOR THE NORTHERN DISTRICT OF CALIFORNIA

11 SAN JOSE DIVISION

12  
13 CRYPTOGRAPHY RESEARCH, INC., )

Case No. C 04-04143 JW (HRL)

14 Plaintiff, )

15 v. )

**STIPULATED SUPPLEMENTAL  
PROTECTIVE ORDER**

16 VISA INTERNATIONAL SERVICE )  
17 ASSOCIATION, )

18 Defendants. )  
19 )  
20 )

1 Third-Party International Business Machines Corporation, Plaintiff Cryptography Research,  
2 Inc., and Defendant Visa International Service Association, by and through their respective  
3 counsel, hereby stipulate as follows:

4 Source code produced by International Business Machines Corporation ("IBM") via optical  
5 or electronic media in its native form that is Protected Material (the "electronic code") will be  
6 subject to all the provisions in the protective order entered in this case on March 21, 2005 (the  
7 "PROTECTIVE ORDER") and the following additional provisions:

8  
9 (1) Outside Counsel for the Receiving Party (and employees of Outside Counsel to  
10 whom it is reasonably necessary to disclose such information) shall retain exclusive possession  
11 at its offices of the electronic code and agrees to maintain only one copy of the media via which  
12 the electronic code was produced at each facility of Receiving Party's Outside Counsel.

13 (2) Notwithstanding the prior paragraph, Outside Counsel for the Receiving Party  
14 (and employees of Outside Counsel to whom it is reasonably necessary to disclose such  
15 information) may copy the electronic code (or any portion of it) into memory or disk storage of a  
16 single computer at each facility of Receiving Party's Outside Counsel, provided that such  
17 computer is password-protected, located at Outside Counsel's office, and is at all times non-  
18 networked whether or not the electronic code is being viewed or analyzed at any time. Nothing  
19 in the prior paragraph prevents incidental copying into memory of the electronic code (or any  
20 portion of it) as part of investigation, analysis, or review, such as in a smart card, emulator,  
21 simulator, or debugger.

22 (3) Upon request, IBM will attempt to host and provide full access to the electronic  
23 code at one of its law firms or at an IBM facility, convenient to the Receiving Party's Expert.  
24 IBM does not guarantee that it has such a facility or law firm, or if it does, that such facility or  
25 law firm is capable of allowing access. IBM will not pay an outside counsel to provide such a  
26 facility in the event that, despite its efforts, IBM is unable to find an IBM hosting facility or a  
27  
28

1 law firm that will otherwise host. Access under this paragraph shall only be limited by the  
2 provisions of PROTECTIVE ORDER and the additional provisions contained herein.

3 (4) The Receiving Party acknowledges that any Expert retained and approved  
4 pursuant to the PROTECTIVE ORDER may not take and maintain actual possession of the  
5 media on which the electronic code is produced or a computer on which the electronic code is  
6 loaded, except at the locations provided for above.

7 (5) If the electronic code is produced in encrypted form, when not in use, it must be  
8 stored in encrypted form.

9 (6) Unencrypted excerpts of the electronic code may be included in electronic  
10 documents such as legal memoranda, exhibits, reports, declarations, or other word processing or  
11 presentation documents provided that any electronic versions of such documents are password  
12 protected.

13 (7) If any document is filed with the Court that contains the electronic code (or  
14 portions thereof), an application to file the document under seal will be made as set forth in the  
15 PROTECTIVE ORDER. The parties agree to immediately notify IBM so that the appropriate  
16 declaration establishing that the designated information is sealable can be filed by IBM pursuant  
17 to the requirements of Civil L.R. 79-5.

18 (8) Section 11 of the Stipulated Protective Order ("Final Disposition") shall apply to  
19 the electronic code except that compliance shall be within thirty days after final termination and,  
20 if the electronic code is returned, shall be returned in encrypted form.

21 (9) Except for paragraph 7 above, none of the additional provisions contained herein  
22 apply to the printing of the electronic code (or any portions thereof), the documents so printed, or  
23 copies thereof. Printed copies of the electronic code (or any portions thereof) shall be

24 ///

25 ///

26 ///

27 ///

28 ///

1 maintained by the RECEIVING PARTY in the manner provided for under the PROTECTIVE  
2 ORDER pursuant to its designation.


3 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**

4  
5 Dated: 9/29/2005

By: 

FENWICK & WEST LLP  
Attorneys for Plaintiff  
Cryptography Research, Inc.

6  
7  
8  
9 Dated: 9/29/05

By: 

PEPPER HAMILTON LLP  
Attorneys for Defendant  
Visa International Service Assoc.

10  
11  
12  
13 Dated: 9/29/05

By: 

QUINN EMANUEL URQUHART  
OLIVER & HEDGES LLP  
Attorneys for Third Party  
International Business Machines Corp.

14  
15  
16  
17 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

18  
19  
20 Dated: 9/6/06

By: /s/ Howard R. Lloyd

HOWARD R. LLOYD  
UNITED STATES MAGISTRATE JUDGE